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20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 CORRUGATED SYNERGIES
23 INTERNATIONAL, LLC, a
24 Washington Limited Liability
25 Company,

26 Plaintiff,

v.

27 GOLDENCORR SHEETS, LLC,
28 formerly known as LACORR
29 PACKAGING LLC, a California
30 Limited Liability Company; JEFF
31 ERSELIUS, an individual, ,

Defendants.

NO. 2:17-cv-1423 FMO-AGR
STIPULATION AND
PROTECTIVE ORDER

GOLDENCORR SHEETS, LLC, a
California limited liability company,
Counterclaimant,

v.

JOHN PERULLO, an individual;
CORRUGATED SYNERGIES
INTERNATIONAL , LLC, a
Washington limited liability company,
Counterdefendants

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

2. GOOD CAUSE STATEMENT

This action is likely to involve customer agreements and other commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices,

1 or other commercial information (including information implicating privacy
2 rights of third parties), information otherwise generally unavailable to the
3 public, or which may be privileged or otherwise protected from disclosure under
4 state or federal statutes, court rules, case decisions, or common law.

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately
7 protect information the parties are entitled to keep confidential, to ensure that
8 the parties are permitted reasonable necessary uses of such material in
9 preparation for and in the conduct of trial, to address their handling at the end of
10 the litigation, and serve the ends of justice, a protective order for such
11 information is justified in this matter. It is the intent of the parties that
12 information will not be designated as confidential for tactical reasons and that
13 nothing be so designated without a good faith belief that it has been maintained
14 in a confidential, non-public manner, and there is good cause why it should not
15 be part of the public record of this case.

16 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
17 PROCEDURE

18 The parties further acknowledge, as set forth in Section 12.3, below, that
19 this Stipulated Protective Order does not entitle them to file confidential
20 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
21 be followed and the standards that will be applied when a party seeks permission
22 from the court to file material under seal. There is a strong presumption that the
23 public has a right of access to judicial proceedings and records in civil cases. In
24 connection with nondispositive motions, good cause must be shown to support a
25 filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
26 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11

1 (9th Cir. 2002), *Makar-Wellbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577
2 (E.D. Wis. 1999) (even stipulated protective orders require good cause
3 showing), and a specific showing of good cause or compelling reasons with
4 proper evidentiary support and legal justification, must be made with respect to
5 Protected Material that a party seeks to file under seal. The parties' mere
6 designation of Disclosure or Discovery Material as CONFIDENTIAL does
7 not— without the submission of competent evidence by declaration, establishing
8 that the material sought to be filed under seal qualifies as confidential,
9 privileged, or otherwise protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial,
11 then compelling reasons, not only good cause, for the sealing must be shown,
12 and the relief sought shall be narrowly tailored to serve the specific interest to be
13 protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
14 2010). For each item or type of information, document, or thing sought to be
15 filed or introduced under seal in connection with a dispositive motion or trial,
16 the party seeking protection must articulate compelling reasons, supported by
17 specific facts and legal justification, for the requested sealing order. Again,
18 competent evidence supporting the application to file documents under seal must
19 be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise
21 protectable in its entirety will not be filed under seal if the confidential portions
22 can be redacted. If documents can be redacted, then a redacted version for
23 public viewing, omitting only the confidential, privileged, or otherwise
24 protectable portions of the document, shall be filed. Any application that seeks
25 to file documents under seal in their entirety should include an explanation of
26 why redaction is not feasible.

1 4. DEFINITIONS

2 4.1 Action: this pending federal lawsuit.

3 4.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 4.3 “CONFIDENTIAL” Information or Items: information (regardless
6 of how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above
8 in the Good Cause Statement.

9 4.4 “HIGHLY CONFIDENTIAL – COUNSELS’ EYES ONLY”
10 Information or Items: extremely sensitive “CONFIDENTIAL” information or
11 items, the disclosure of which to another Party or Non-Party would create a
12 substantial risk of serious harm that could not be avoided by less restrictive
13 means.

14 4.5 Counsel: Outside Counsel of Record and House Counsel (as well as
15 their support staff). Counsel does not include any person or entity who, on and
16 after the date this Action began, is or was one of the following: named plaintiff,
17 defendant, or counterdefendant to this Action, including all of its officers,
18 directors, employees, and members and their officers, directors, or employees.

19 4.6 Designating Party: a Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – COUNSELS’ EYES
22 ONLY.”

23 4.7 Disclosure or Discovery Material: all items or information,
24 regardless of the medium or manner in which it is generated, stored, or
25 maintained (including, among other things, testimony, transcripts, and tangible
26

1 things), that are produced or generated in disclosures or responses to discovery
2 in this matter.

3 4.8 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel
5 to serve as an expert witness or as a consultant in this Action.

6 4.9 House Counsel: attorneys who are employees of a party to this
7 Action (as well as their support staff). House Counsel does not include Outside
8 Counsel of Record, any other outside counsel.

9 4.10 Non-Party: any natural person, partnership, corporation, association
10 or other legal entity not named as a Party to this action.

11 4.11 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action, or a party to this Action, but are retained to represent or
13 advise a party to this Action and have appeared in this Action on behalf of that
14 party or are affiliated with a law firm that has appeared on behalf of that party,
15 and includes support staff. Outside Counsel does not include any person or
16 entity who, on and after the date this Action began, is or was one of the
17 following: named plaintiff, defendant, or counterdefendant to this Action,
18 including all of its officers, directors, employees, and members and their
19 officers, directors, or employees.

20 4.12 Party: any party to this Action, including all of its officers,
21 directors, employees, consultants, retained experts, and Outside Counsel of
22 Record (and their support staffs).

23 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 4.14 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits

1 or demonstrations, and organizing, storing, or retrieving data in any form or
2 medium) and their employees and subcontractors.

3 4.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 COUNSELS’ EYES ONLY.”

6 4.16 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 5. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 The protections conferred by this Stipulation and Order, however, do not cover
15 the following information: (a) any information that is in the public domain at the
16 time of disclosure to a Receiving Party or becomes part of the public domain
17 after its disclosure to a Receiving Party as a result of publication not involving a
18 violation of this Order, including becoming part of the public record through
19 trial or otherwise; and (b) any information known to the Receiving Party prior to
20 the disclosure or being obtained by the Receiving Party after the disclosure from
21 a source who obtained the information lawfully and under no obligation of
22 confidentiality to the Designating Party.

23 Any use of Protected Material at trial shall be governed by the orders of
24 the trial judge. This Order does not govern the use of Protected Material at trial.
25
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1 6. DURATION

2 Once a case proceeds to trial, information that was designated as
3 CONFIDENTIAL or maintained pursuant to this protective order used or
4 introduced as an exhibit at trial becomes public and will be presumptively
5 available to all members of the public, including the press, unless compelling
6 reasons supported by specific factual findings to proceed otherwise are made to
7 the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81
8 (distinguishing “good cause” showing for sealing documents produced in
9 discovery from “compelling reasons” standard when merits-related documents
10 are part of court record). Accordingly, the terms of this protective order do not
11 extend beyond the commencement of the trial.

12 7. DESIGNATING PROTECTED MATERIAL

13 7.1 Exercise of Restraint and Care in Designating Material for
14 Protection.

15 Each Party or Non-Party that designates information or items for
16 protection under this Order must take care to limit any such designation to
17 specific material that qualifies under the appropriate standards. The Designating
18 Party must designate for protection only those parts of material, documents,
19 items or oral or written communications that qualify so that other portions of the
20 material, documents, items or communications for which protection is not
21 warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate or routinized designations are prohibited.
23 Designations that are shown to be clearly unjustified or that have been made for
24 an improper purpose (e.g., to unnecessarily encumber the case development
25 process or to impose unnecessary expenses and burdens on other parties) may
26 expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items
2 that it designated for protection do not qualify for protection, that Designating
3 Party must promptly notify all other Parties that it is withdrawing the
4 inapplicable designation.

5 7.2 Manner and Timing of Designations. Except as otherwise provided
6 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
7 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
8 for protection under this Order must be clearly so designated before the material
9 is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic
12 documents, but excluding transcripts of depositions or other pretrial or trial
13 proceedings), that the Producing Party affix at a minimum, the legend
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – COUNSELS' EYES
15 ONLY" to each page that contains protected material. If only a portion of the
16 material on a page qualifies for protection, the Producing Party also must clearly
17 identify the protected portion(s) (e.g., by making appropriate markings in the
18 margins).

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting Party
21 has indicated which documents it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
24 identified the documents it wants copied and produced, the Producing Party
25 must determine which documents, or portions thereof, qualify for protection
26 under this Order. Then, before producing the specified documents, the

1 Producing Party must affix the “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – COUNSELS’ EYES ONLY” legend to each page that
3 contains Protected Material. If only a portion of the material on a page qualifies
4 for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in depositions that the Designating Party
7 identifies the Disclosure or Discovery Material on the record, before the close of
8 the deposition all protected testimony.

9 (c) for information produced in some form other than documentary
10 and for any other tangible items, that the Producing Party affix in a prominent
11 place on the exterior of the container or containers in which the information is
12 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information
14 warrants protection, the Producing Party, to the extent practicable, shall identify
15 the protected portion(s).

16 7.3 Inadvertent Failures to Designate. If timely corrected, an
17 inadvertent failure to designate qualified information or items does not, standing
18 alone, waive the Designating Party’s right to secure protection under this Order
19 for such material. Upon timely correction of a designation, the Receiving Party
20 must make reasonable efforts to assure that the material is treated in accordance
21 with the provisions of this Order.

22 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court’s
25 Scheduling Order.
26

1 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37-1 et seq.

3 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via
4 a joint stipulation pursuant to Local Rule 37-2.

5 8.4 The burden of persuasion in any such challenge proceeding shall be
6 on the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 9. ACCESS TO AND USE OF PROTECTED MATERIAL

14 9.1 Basic Principles. A Receiving Party may use Protected Material
15 that is disclosed or produced by another Party or by a Non-Party in connection
16 with this Action only for prosecuting, defending or attempting to settle this
17 Action. Such Protected Material may be disclosed only to the categories of
18 persons and under the conditions described in this Order. When the Action has
19 been terminated, a Receiving Party must comply with the provisions of section
20 15 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at
22 a location and in a secure manner that ensures that access is limited to the
23 persons authorized under this Order.

24 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
otherwise ordered by the court or permitted in writing by the Designating Party, a
Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this Action,
3 as well as employees of said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, employees, and LLC members and their
6 officers, directors, members, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to
9 whom disclosure is reasonably necessary for this Action and who have signed
10 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) private court reporters and their staff to whom disclosure is
13 reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (f) professional jury or trial consultants, mock jurors, and
16 Professional Vendors to whom disclosure is reasonably necessary for this Action
17 and who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A);

19 (g) the author or recipient of a document containing the information
20 or a custodian or other person who otherwise possessed or knew the
21 information;

22 (h) during their depositions, witnesses, and attorneys for witnesses,
23 in the Action to whom disclosure is reasonably necessary provided: (1) the
24 deposing party requests that the witness sign the form attached as Exhibit A
25 hereto; and (2) they will not be permitted to keep any confidential information
26 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), unless otherwise agreed by the Designating Party or ordered by the court.
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and may not
4 be disclosed to anyone except as permitted under this Stipulated Protective
5 Order; and

6 (i) any mediators or settlement officers and their supporting
7 personnel, mutually agreed upon by any of the parties engaged in settlement
8 discussions.

9 9.3 Disclosure of “HIGHLY CONFIDENTIAL – COUNSELS’ EYES
10 ONLY” Information or Items. Unless otherwise ordered by the court or
11 permitted in writing by the Designating Party, a Receiving Party may disclose
12 any information or item designated “HIGHLY CONFIDENTIAL –
13 COUNSELS’ EYES ONLY” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
15 well as employees of said Outside Counsel of Record to whom it is reasonably
16 necessary to disclose the information for this Action;

17 (b) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) the court and its personnel;

21 (d) private court reporters and their staff to whom disclosure is
22 reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (e) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who
26 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (f) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information; and

3 (g) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 For the avoidance of doubt, information or items designated “HIGHLY
6 CONFIDENTIAL – FOR COUNSELS’ EYES ONLY” may not be disclosed to
7 any person or entity who, on and after the date this Action began, is or was one
8 of the following: named plaintiff, defendant, or counterdefendant to this Action,
9 including all of its officers, directors, employees, and members and their
10 officers, directors, or employees, except as provided in Section 9.3, subsection
11 (f), above.

12 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
13 PRODUCED IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other
15 litigation that compels disclosure of any information or items designated in this
16 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – COUNSELS’
17 EYES ONLY,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such
19 notification shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or
21 order to issue in the other litigation that some or all of the material covered by
22 the subpoena or order is subject to this Protective Order. Such notification shall
23 include a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be
25 pursued by the Designating Party whose Protected Material may be affected.
26

1 If the Designating Party timely seeks a protective order, the Party served
2 with the subpoena or court order shall not produce any information designated in
3 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” before a determination by the court from which
5 the subpoena or order issued, unless the Party has obtained the Designating
6 Party’s permission. The Designating Party shall bear the burden and expense of
7 seeking protection in that court of its confidential material and nothing in these
8 provisions should be construed as authorizing or encouraging a Receiving Party
9 in this Action to disobey a lawful directive from another court.

10 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced
13 by a Non-Party in this Action and designated as “CONFIDENTIAL” OR
14 “HIGHLY CONFIDENTIAL – COUNSELS’ EYES ONLY.” Such information
15 produced by Non-Parties in connection with this litigation is protected by the
16 remedies and relief provided by this Order. Nothing in these provisions should
17 be construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery
19 request, to produce a Non-Party’s confidential information in its possession, and
20 the Party is subject to an agreement with the Non-Party not to produce the Non-
21 Party’s confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-
23 Party that some or all of the information requested is subject to a confidentiality
24 agreement with a Non-Party;
25
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1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by the
5 Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court
7 within 14 days of receiving the notice and accompanying information, the
8 Receiving Party may produce the Non-Party's confidential information
9 responsive to the discovery request. If the Non-Party timely seeks a protective
10 order, the Receiving Party shall not produce any information in its possession or
11 control that is subject to the confidentiality agreement with the Non-Party before
12 a determination by the court. Absent a court order to the contrary, the Non-
13 Party shall bear the burden and expense of seeking protection in this court of its
14 Protected Material.

15 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
16 MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not authorized
19 under this Stipulated Protective Order, the Receiving Party must immediately (a)
20 notify in writing the Designating Party of the unauthorized disclosures, (b) use
21 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
22 inform the person or persons to whom unauthorized disclosures were made of all
23 the terms of this Order, and (d) request such person or persons to execute the
24 "Acknowledgment and Agreement to Be Bound" attached hereto as Exhibit A.
25
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1 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
2 OTHERWISE PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of
10 disclosure of a communication or information covered by the attorney-client
11 privilege or work product protection, the parties may incorporate their
12 agreement in the stipulated protective order submitted to the court.

13 14. MISCELLANEOUS

14 14.1 Right to Further Relief. Nothing in this Order abridges the right of
15 any person to seek its modification by the Court in the future.

16 14.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object
20 on any ground to use in evidence of any of the material covered by this
21 Protective Order.

22 14.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material
24 may only be filed under seal pursuant to a court order authorizing the sealing of
25 the specific Protected Material at issue. If a Party's request to file Protected
26

1 Material under seal is denied by the court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the court.

3 15. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 6, within
5 60 days of a written request by the Designating Party, each Receiving Party
6 must return all Protected Material to the Producing Party or destroy such
7 material. As used in this subdivision, “all Protected Material” includes all
8 copies, abstracts, compilations, summaries, and any other format reproducing or
9 capturing any of the Protected Material. Whether the Protected Material is
10 returned or destroyed, the Receiving Party must submit a written certification to
11 the Producing Party (and, if not the same person or entity, to the Designating
12 Party) by the 60-day deadline that (1) identifies (by category, where appropriate)
13 all the Protected Material that was returned or destroyed and (2) affirms that the
14 Receiving Party has not retained any copies, abstracts, compilations, summaries
15 or any other format reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
17 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
18 memoranda, correspondence, deposition and trial exhibits, expert reports,
19 attorney work product, and consultant and expert work product, even if such
20 materials contain Protected Material. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth
22 in Section 6 (DURATION).

23 //

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25 //

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Dated: May 19, 2017

CARNEY BADLEY SPELLMAN

/s/ *Cindy G. Flynn*

/s/ Justine Kastan

Cindy G. Flynn, SBN #151812

Michael Hornak, SBN #81936

C. Scott Penner, SBN #124826

Justine Kastan, SBN #287072

Attorneys for

Attorneys for

Plaintiff/Counterdefendants

Defendants/Counterclaimants

DATED: May 30. 2017

Alicia L. Rosenberg

ALICIA G. ROSENBERG
United States Magistrate Judge

1 EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

2 I, _____[print or type full name] of _____[print or type full address],
3 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
4 Protective Order that was issued by the United States District Court for the Central District of
5 California on _____ in the case of CORRUGATED SYNERGIES
6 INTERNATIONAL. LLC, a Washington Limited Liability Company, Plaintiff, v.
7 GOLDENCORR SHEETS. LLC, formerly known as LACORR PACKAGING LLC, a
8 California Limited Liability Company; JEFF ERSELIUS, an individual, Defendants, and
9 related Counterclaims, Case No.2:17- cv-1423 FMO-AGR. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and acknowledge
11 that failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any information or item
13 that is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the
15 United States District Court for the Central District of California for the purpose of enforcing
16 the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____[print or type full name] of
18 _____[print or type full address and phone number] as my California agent for
19 service of process in connection with this action or any proceedings related to enforcement of
20 this Stipulated Protective Order.

21 Dated: _____

22 City and State where sworn and signed: _____

23 Printed name: _____

24 Signature: _____